



UPU | UNIVERSAL
POSTAL
UNION

Call for tenders

Examiner of financial disclosure statement

28 July 2021

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1 Introduction

1.1 Profile of the UPU

The Universal Postal Union (UPU) was founded in 1874 in Berne, Switzerland, with the main goal of establishing a single postal territory for the reciprocal exchange of letter-post items and adopting common principles for the international postal service in a non-discriminatory manner. Currently comprising 192 member countries, the UPU became a specialized agency of the United Nations in 1948.

The mission of the UPU is to stimulate the lasting development of efficient and accessible universal postal services of quality in order to facilitate communication between the inhabitants of the world. It does this by guaranteeing the free circulation of items over a single postal territory made up of interconnected networks, encouraging the adoption of fair common standards and the use of technology, ensuring cooperation and interaction among stakeholders, promoting effective technical cooperation, and ensuring the satisfaction of customers' changing needs. The UPU is thus expected to play a major role in the continued revitalization of postal services.

Furthermore, the UPU facilitates the development of worldwide postal services by providing an information and communication technology framework that allows designated operators¹ (DOs) of UPU member countries to concentrate on the delivery of postal services to their customers. In this context, the UPU provides a global network with value-added services, as well as computerized applications for the management of international mail and international postal money orders.

2 CFT terms and conditions

Unless otherwise indicated in this call for tenders (CFT), the term "Bidder" shall mean any person, company or legal entity submitting a proposal in response to this CFT. The term "Vendor" shall mean any selected bidder.

2.1 Confidentiality

Bidders shall treat in strict confidence all information contained in this CFT and its attached documents which is not already publicly known or generally accessible, particularly any documentation marked as confidential and distributed by the UPU to Bidders as additional confidential CFT documentation. Bidders shall prevent disclosure or distribution of all such information to third parties and other entities and persons not expressly authorized herein. In case of doubt, these confidentiality provisions shall nevertheless be observed. All Bidders are obliged to observe these confidentiality provisions before, during and after the tendering process. These provisions shall not affect the UPU's and the Bidder's legal obligations to disclose information.

Bidders shall not use such information for any purpose other than the purposes associated with this CFT. This CFT and all attached documents may only be distributed or made available to persons directly involved in the tendering process on behalf of Bidders. Where external agents or subcontractors are involved in the preparation of the tender documents, they shall be named and indicated in the participation notification (see section 2.13).

Bidders assume full responsibility for compliance of their agents, employees and subcontractors, as well as any third parties involved on their behalf in this tendering process, with these rules of confidentiality and shall be liable for any damages resulting from misconduct or unauthorized disclosure.

If a Bidder violates the confidentiality provisions contained herein, it shall be liable to pay a penalty to the UPU unless the Bidder can prove that no fault is attributable to it. This penalty shall amount to no more than 50,000 CHF per infringement. Payment of any such penalty shall not release Bidders from their obligation to observe confidentiality.

¹ In accordance with article 1.7 of the Constitution of the UPU, a designated operator is any governmental or non-governmental entity officially designated by the member country to operate postal services and to fulfil the related obligations arising out of the Acts of the Union on its territory.

Bidders wishing to submit proposals in response to this CFT shall transmit their proposals to the contact person(s) specified in section 2.15 below, and may request additional information relating to this CFT from the UPU, as the case may be.

Without prejudice to the confidentiality provisions set out above, Bidders shall agree that the receipt of such information may be subject to the prior signature of a non-disclosure agreement between the Bidder and the UPU, under conditions to be determined and communicated by the latter.

2.2 Legal status of the Vendor

The Vendor shall be regarded in law as having the legal status of independent contractor. The Vendor and its consultants, employees and subcontractors (as authorized by the UPU) shall in no way be regarded as employees of the UPU. Such consultants, employees and subcontractors of the Vendor shall not be entitled to any employment benefits of the UPU. The Vendor shall be solely responsible for due payment of all compensation owed to such consultants, employees and subcontractors, including payment of any employment taxes, benefits, compensation and insurance. The Vendor shall represent and warrant that it will comply with all laws, rules and regulations required by the relevant authorities, including the appropriate withholding, reporting and payment of all necessary taxes.

The Vendor shall be liable for all work performed by its employees, consultants and subcontractors, as well as for any act or omission by such employees, consultants and subcontractors.

The Vendor shall not assign, sublicense, subcontract, pledge or otherwise transfer or dispose of its offer, or any of the rights and obligations contained in it, without prior written consent of the UPU.

2.3 Scope of the CFT

The purpose of this CFT is to solicit an examiner for the UPU financial disclosure and declaration of interest statements for a period of four years (2022–2025).

2.4 Background

As a result of shortcomings identified during the management of the Oil for Food Programme, the UN General Assembly decided in 2005 to create an ethics office, charged in particular with administering the financial disclosure programme established for UN staff members. That same year, the UN Joint Inspection Unit recommended that all organizations in the common system establish policies and procedures similar to those adopted by the UN in the area of ethics, and that they set up ethics offices and financial disclosure programmes.

2.5 Objectives

The UPU seeks to contract a provider of specialized examination services for financial disclosure and declaration statements for a maximum duration of four years (2022–2025).

The financial disclosure and declaration of interest programme is aimed at protecting both the organization and its staff members. It provides a mechanism for detecting perceived, potential or actual conflicts of interest between a staff member's responsibilities and his or her private financial interests and activities, as well as those of his or her spouse and dependent child(ren). It is intended to prevent, and where necessary remedy, potential conflicts of interest in order to strengthen the governance of the organization.

The UPU financial disclosure programme is based on that of the UN. It was introduced at the UPU International Bureau in 2010 in accordance with a decision taken by the Council of Administration in 2009. By analogy with the policy and procedures of the UN in this area, the Director General of the UPU International Bureau has adopted a procedure governing the financial disclosure exercise for International Bureau staff members. Each year, roughly 50 International Bureau staff members are required to participate in the exercise. An annual report on the financial disclosure exercise must be submitted to the UPU Council of Administration.

The financial disclosure programme is based on provisions of the regulations and rules concerning financial disclosure and declaration of interest statements and is the subject of an administrative instruction. Other rules and administrative instructions have been established for the purpose of managing UPU staff members' conflicts of interest. These include the Financial Regulations, Rules on Financial Administration, Standards of Conduct for the International Civil Service, the International Bureau Code of Conduct and the administrative instruction concerning the acceptance of favours and gifts. All relevant documents will be submitted to the Examiner.

2.6 Use of the emblem, name and initials of the UPU

Bidders shall not advertise or otherwise make public the fact that they intend to provide, are providing or have provided services to the UPU, or use the emblem, name or initials of the UPU in connection with their business for purposes of commercial advantage or goodwill without prior and explicit permission from the UPU. Bidders shall take all reasonable measures to ensure compliance with this provision by their agents, employees and subcontractors.

2.7 Collusive bidding, anti-competitive conduct or any other similar conduct

Without prejudice to the provisions contained in sections 3 and 4 below, Bidders (including their agents, consultants, employees and subcontractors) shall not engage in any collusive bidding, anti-competitive practices or any other similar conduct in relation to:

- the preparation and submission of offers;
- the clarification of offers;
- the conduct and content of any negotiations, including final contract negotiations.

For the purposes of this CFT, collusive bidding, anti-competitive practices and any other similar conduct may include disclosure to, or exchange or clarification with, any other Bidder of information (in any form), regardless of whether such information is confidential to the UPU or to any other Bidder, in order to alter the results of the CFT in such a way that would lead to an outcome other than that which would have been obtained through a competitive process. In addition to any other remedies available to it, the UPU may, at its sole discretion, immediately reject any offer submitted by a Bidder which, in the UPU's opinion, has engaged in any collusive bidding, anti-competitive conduct or other similar conduct with any other Bidder in relation to the preparation or submission of offers, whether in respect of this CFT or other procurement processes conducted by the UPU.

2.8 Intellectual property

This CFT and all its attached documents, including any content, forms, statements, concepts, projects and procedures explicitly or implicitly forming part of this CFT, constitute the exclusive intellectual property of the UPU. This CFT is communicated to the various Bidders with the sole purpose of assisting them in the preparation of their respective offers. Any hard copies of this CFT shall be destroyed or returned to the UPU by unsuccessful bidders at the request of the UPU.

2.9 Privileges and immunities

Nothing in or relating to this CFT, the activities described herein or any potential agreements related thereto shall be deemed as a waiver, expressed or implied, of any of the privileges, immunities and facilities which the UPU enjoys as a specialized agency of the United Nations system, pursuant to the Swiss Host State Act and the Agreement on Privileges and Immunities of the United Nations (on Swiss territory), the Convention on the Privileges and Immunities of the Specialised Agencies (outside Switzerland), as well as any other conventions and laws recognizing and/or granting such privileges, immunities and facilities to the UPU and its officials (including, without limitation, the International Organizations Immunities Act in the case of the United States of America).

Accordingly, the Vendor shall expressly acknowledge and agree that the property and assets of the UPU, including any archives, data, documents and funds belonging to the UPU or held by it (including, without limitation, the data/hosting environments and servers pertaining to or associated with the provision of the services, as well as any data or document in any form belonging to or held by the UPU on behalf of UPU member

countries and their DOs), are inviolable and shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action. The Vendor shall immediately contact the UPU in case of any attempt to violate or any violation of the UPU's privileges and immunities and take any reasonable measures to prevent such a violation.

In the light of the UPU's status as a specialized agency of the United Nations (and without prejudice to the observance, by the UPU, of any sanctions established by the United Nations Security Council), Bidders shall expressly certify their legal and operational willingness and ability to provide the services on a non-discriminatory basis for the benefit of all eligible entities established and/or situated in the territory of any UPU member country, irrespective of the existence of diplomatic relations between a Bidder's country of incorporation and/or operation and any UPU member country (including its DOs).

2.10 Tax exemption

Pursuant to article III, section 9, of the Convention on the Privileges and Immunities of the Specialized Agencies, the UPU is exempt from all direct taxes and from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use.

Furthermore, the UPU, as an intergovernmental organization and a specialized agency of the United Nations, is exempt from value-added tax (VAT) in Switzerland (OLTVA, article 22; *Instructions 2001 sur la TVA*, articles 574, 816 and others), as well as in other countries; therefore, all prices shall be indicated in "net" form, without VAT or similar taxes.

2.11 Language

Tender documents shall, in their entirety, be formulated by Bidders in English or French.

2.12 Signature

Tender documents shall be signed by a representative (or representatives) duly designated and authorized to act on the Bidder's behalf and with the authority to legally bind the Bidder and accept the terms and conditions of this CFT.

2.13 Participation notification

Upon receipt of this CFT, the Bidder shall send confirmation of participation to all contact person(s) listed in section 2.14 below, in line with the deadline indicated in section 2.16 below.

2.14 Contact persons

Secretary of the Tenders and Procurements Committee
E-mail: caa@upu.int

2.15 Further inquiries and questions

Any questions regarding the content of this CFT or any requests for clarification from Bidders must be sent in written form to the contact person(s) listed in section 2.14 above, by 4 August 2021.

Answers to questions submitted by Bidders or additional information relating to this CFT shall be published and regularly updated on the UPU website (www.upu.int/en/Universal-Postal-Union/Procurement).

2.16 Delivery of offers and deadline

In the light of the current situation relating to the ongoing COVID-19 pandemic, all bids shall, on an exceptional basis, be submitted electronically to the UPU. Bids shall be sent **ONLY** to RFP-2021-012@upu.int, with "RFP-2021-012-DIRCAB – "Examiner of financial disclosure statement" as the subject.

The deadline for submitting bids is 16.00 CET on 6 September 2021.

Bids received after this point shall not be considered by the UPU. Moreover, offers sent to any address other than the one specified above or by any other means shall not be accepted by the UPU.

The preparation and submission of tender documents by bidders shall be free of charge for the UPU.

All bids submitted shall include a declaration stating that the bidder has read, understands and accepts all provisions of this call for tenders.

2.17 Evaluation procedure

The objective of the evaluation process is to ensure the selection of a qualified, reliable and experienced Vendor that can deliver specialized consulting services and fulfil the objectives set out in section 2.5 above.

The evaluation procedure applied by the UPU shall be conducted at its sole discretion, with a view to determining as objectively as possible the bid that best meets the specific requirements of the UPU, on the basis of its assessment of bids received against the requirements defined herein.

- / The prescribed structure of proposals (as set out in sections 3 and 4 below, as well as Annex 1), is mandatory for all Bidders. Bids not fulfilling the aforementioned mandatory criteria shall not be taken into further consideration by the UPU.

The criteria for evaluating the bids are:

- i Quality of the proposal (according to the specifications of this letter);
- ii Knowledge and experience of the Bidder and its team and/or consultant(s), as applicable to the subject matter;
- iii Price.

The deliberations of the UPU Tenders and Procurements Committee (TPC) are strictly confidential. The TPC shall submit a report on the evaluation of bids received to the Director General of the UPU International Bureau, together with its final recommendation for his assessment and authorization.

- / The UPU General Terms and Conditions for the Provision of Services (Annex 1) shall be accepted by all Bidders. The final terms of any resulting contract shall be defined by the UPU and accepted by the Vendor. Contract negotiations shall only start after final selection by the UPU of a Vendor. Bidders will be informed as soon as a selection decision is taken by the UPU.

The UPU is not bound to accept the lowest tender and reserves the right to accept all or part of the tender. In awarding the contract, account will be taken of both the overall costs of the work and of the nature and quality of services to be provided. The right to negotiate prices and terms and conditions of contract after tender receipt is also reserved.

All bids submitted shall, at the UPU's sole discretion, be subject to an in-depth evaluation with the goal of enabling the UPU to engage the most appropriate service provider.

Bids received by the UPU shall address all aspects of the CFT, including the necessary modifications or missing elements envisaged and identified by the Bidders.

Bids not fulfilling the mandatory criteria set out in sections 3 and 4 shall not be taken into consideration by the UPU.

2.18 Modification, suspension or cancellation of the CFT

The UPU reserves the right, at its sole discretion and at any time before concluding this CFT (i.e. at any time prior to the signature of the relevant contract with the Vendor), to modify, suspend or cancel all or part of this CFT.

2.19 Tentative schedule

Publication of CFT announcement	28 July 2021
Receipt of offers by the UPU (deadline)	6 September 2021, at 16.00 (CET)
Estimated start of engagement	May 2022

3 Offer structure – Response format

All information provided shall be delivered by Bidders in full conformity with the terms and conditions set out in section 2 above.

Moreover, the requirements stipulated in this CFT shall be met in their entirety, according to the structure defined below and following the sequence and numbering provided in this section. The UPU shall evaluate all Bidder responses in accordance with the structure defined herein.

3.1 Cover letter

Bidders shall submit a cover letter including:

- a statement that the Bidder has read, understands and accepts all provisions of this CFT; and
- Bidder's name, telephone number, physical address and e-mail address, and name of its representative(s).

The cover letter shall be signed by a representative (or representatives) duly designated and authorized to act on the Bidder's behalf and with the authority to legally bind the Bidder and accept the terms and conditions of this CFT, and shall also include a confirmation of such authorization by the Bidder.

3.2 Executive summary

The Bidder shall provide an executive summary highlighting the most important aspects of its offer.

3.3 Bidder information

- Company structure, locations/subsidiaries;
- Financial data (turnover, profit, etc.);
- Partners and equity holders of the company;
- Company history; and
- Market position and share in relevant markets.

3.4 Subcontractor information

Vendors may not assign, sublicense, subcontract, pledge or otherwise transfer or dispose of their services, or any of the rights and obligations contained in the relevant contract with the UPU, without the prior written consent of the UPU.

The approval by the UPU of the engagement of any subcontractor shall not relieve the Vendor of any of its obligations or responsibilities concerning the work performed by any subcontractor.

3.5 Functional structure

The Bidder shall provide responses to all of the requirements set out in section 4 below (General requirements).

3.6 Pricing structure

Bids must specify both fixed and variable costs.

Bids must provide a breakdown of the initial costs and the costs per participant in the exercise, and must indicate the ceiling for additional costs (meals, transportation and accommodation). Bids must be submitted in Swiss francs (CHF), exclusive of value-added tax (VAT).

3.7 *UPU General Terms and Conditions*

Bidders shall include a statement confirming their acceptance of the UPU General Terms and Conditions for the Provision of Services, attached hereto for reference.

3.8 *Delivery and payment schedule*

The delivery and payment schedules should be proposed by Bidders in their pricing structures, and must be agreed with the UPU.

4 **General requirements**

4.1 *Description of activities*

The approach and methodology used by the Examiner must be in line with UPU policies and procedures. The Examiner must use a systematic and objective approach to identify conflicts of interest. Alternatively, the Examiner may consider individual cases and specific situations using a more subjective approach. The Examiner must take advantage of opportunities to establish contact with participants to gain their trust in the financial disclosure system. He or she must educate participants and allow them to resolve their conflicts of interest in confidentiality.

The Examiner must be internationally recognized in the fields of auditing services and governance. In addition, he or she must demonstrate experience in the specific field of financial disclosure procedures in the UN system and have good knowledge of the UN system itself.

Each year, the International Bureau, in coordination with the Examiner, shall set the dates for the financial disclosure exercise. For practical reasons, the exercise must in principle be completed by the end of June, and, for logistical reasons, the Examiner's final report must in principle be submitted to the International Bureau by the end of August of each year.

The UPU shall make available to the Examiner office space at UPU headquarters to allow the Examiner to perform his or her duties and to promote dialogue with the staff members concerned.

The Examiner must be able to communicate with the participants in French and in English, both in writing and orally.

The Examiner's work shall involve several steps:

i Development of the analytical environment

The Examiner must establish the analytical environment necessary for the administration of the financial disclosure system, based on best practices. The Examiner shall prepare, in consultation with the UPU financial disclosure system administrator (hereinafter Administrator), standard messages to the staff in French and English. He or she shall establish the parameters for the audit procedure as well as a timetable for his or her work, and shall provide advice and recommendations to the Administrator regarding training and communication with staff and plan actions in this regard.

ii Examination of financial disclosure statements

Within the context of this examination, the Examiner shall verify compliance with the procedures and timetables, as well as the rate of on-time filing of disclosure statements by staff members.

The Examiner shall review the disclosure statements and request the necessary clarifications from staff members. This step shall take place at the UPU offices in order to promote dialogue with the staff concerned.

The Examiner shall prepare corresponding comments and statistics in his or her report.

iii Audit of financial disclosure statements

Staff members shall be selected by the Examiner at random to participate in the audit exercise. They shall be informed of their participation by the Administrator.

During this step, the Examiner shall evaluate the accuracy of the information presented by the participants in the financial disclosure programme by verifying the data provided by 10% of the staff members selected under the programme (i.e. five financial disclosure statements).

The staff members concerned shall therefore be required to provide documents in support of their disclosure statements within a reasonable time frame (approximately three weeks). These documents shall be reviewed by the Examiner, who shall ask the staff members for clarification as necessary. He or she may also ask the staff members to provide additional documents and/or to correct their disclosure statements. Inconsistencies observed between the declarations and the documentation provided by the staff members shall be documented and may constitute actual, apparent, political and/or potential conflicts of interest.

Supporting documentation that is not provided on time by the participants shall not be taken into account by the Examiner.

The Examiner shall prepare corresponding statistics in his or her report.

iv Conflict management

During this step, where conflicts of interest have been identified, the Examiner shall prepare recommendations for the staff members to allow them to address such conflicts. The Examiner shall prepare corresponding statistics in his or her report.

The Examiner shall maintain an up-to-date list (in French and English) of the recommendations and the staff members concerned.

4.2 *Duration of services*

The services are scheduled to commence in 2022 for a total term of four years.

4.3 *Online data protection system*

The confidentiality of staff members' personal data shall be guaranteed. The Examiner shall also be bound by a duty to maintain confidentiality. Staff members are required to complete an online financial disclosure statement by entering their data into the UPU system. All connections to the financial disclosure system are encrypted. The data entered is stored on secure servers located in Switzerland, used exclusively for the UPU financial disclosure programme. The Examiner must connect to the financial disclosure system to analyze the statements. All of the Examiner's connections to the UPU financial disclosure system are also encrypted. The International Bureau shall provide the Examiner with access rights to the system. The Examiner shall be bound by a duty to maintain confidentiality, and must follow the UPU rules and procedures applicable to the financial disclosure exercise. To ensure the confidentiality of data, the Examiner shall also be required to provide the agreed services from Switzerland only. In particular, the Examiner shall be required to connect to the financial disclosure system from inside Switzerland only. No data may be recorded or stored outside the UPU financial disclosure system, and no data may be transmitted or processed outside Switzerland. The Examiner shall be provided with an online user guide for his or her profile.

4.4 *Reporting*

The Examiner shall prepare reports in French and English.

The Examiner shall also prepare intermediate reports on the progress of examination and audit procedures, along with a summary of the conflicts of interest identified and related findings, which are to be addressed to the Administrator. The Examiner shall provide a summary of the discussion with the Administrator and confirmation of the issues that require action, as identified during the discussions.

The Examiner shall draw up a report on the annual financial disclosure exercise, containing a synthesis of the remarks and statistics concerning the exercise (namely, statistics concerning the performance of the exercise, conflicts of interest identified and their type, and the number of recommendations addressed to the participants) and related findings. The Examiner may also issue recommendations for the department in charge of

administering the UPU financial disclosure programme. The report shall be presented to the governing body- Council Administration (CA) once a year.

4.5 Budget

The budget ceiling is 100,000 CHF for four annual exercise for the period of 2022-2025, inclusive of all costs. Proposals that exceed, or fail to deliver all study objectives within, this ceiling shall not be considered.

4.6 Additional information

Bidders may include any additional information deemed necessary or relevant for a clear and detailed understanding by the UPU of the services being offered.